infant. The contract in the principal case was pronounced to be to the infant's prejudice and hence void.

This classification was first set forth in the English case of *Keane v. Boycott*, 2 H. Bl. 511. It has been cited and approved in this country. *Cummings v. Powell*, 8 Tex. 80; *Kline v. Beebe*, 6 Conn. 494; *Green v. Wilding*, 59 Iowa 679. The classification has been followed in a number of other cases. *Robinson v. Weeks*, 56 Me. 102; *Tucker v. Moreland*, 10 Pet. 58; *Dunton v. Brown*, 31 Mich. 182; *Breckenridge's Heirs v. Ormsby*, 24 Ky. 236. The last-named case disapproves of the rule but considers itself bound by precedent. The great majority of modern decisions refuse to call any contract of an infant void, with the possible exception of a power of attorney, but classify them as binding, when for necessaries, or voidable. *Gillespie v. Bailey*, 12 W. Va. 70; *Logan v. Gardner*, 136 Pa. 588; *Semmon v. Beeman*, 45 Oh. St. 505; *Person, Adm'r. v. Chase*, 37 Vt. 648; *Weaver v. Jones*, 24 Ala. 420; *Bozeman et al. v. Browning et al.*, 31 Ark. 364; *Morton v. Steward*, 5 Ill. App. 533; *Philpot v. Sandwich Mfg. Co.*, 18 Neb. 54. This second classification amply protects the infant, while it relieves the courts of the arduous task of determining whether a particular contract is prejudicial or not, a distinction which necessarily must be arbitrary and doubtful. All the modern text-writers and authorities favor the second classification as being more just and beneficial than the rule laid down in the principal case. Clark on Contracts, 223-224; Pollock on Contracts, 53; Tiffany on Persons, 387-390.

INSANE PERSONS—CONTRACTS—VALIDITY—BRAUER V. LAWRENCE, 150 N. Y. SUPP. 497.—*Held*, where a person who had been adjudicated incompetent to manage her affairs by a judgment of the state of her residence, she was conclusively presumed incapable of contracting and her contract for professional services of attorneys was void.

The general rule is that when the insanity has been judicially adjudged, the contract of an insane person is void. *Hanley v. Loan & Investment Co.*, 44 W. Va. 450; *Carter v. Beckwith*, 128 N. Y. 312. This was held so even where the adjudication was in another state. *Bank v. Boone*, 102 Ga. 202. The great weight of authority is that such a contract is merely voidable if the sanity has not been judicially declared. *Bunn v. Postell*, 107 Ga. 490; *Insurance Co. v. Sellers*, 154 Ind. 370; *Busk v. Fenton*, 77 Ky. 490; *Morris v. Railway Co.*, 67 Minn. 74; *Ratcliff v. Adm'r.*, 13 *Idaho* 152. Where the insanity has not been judicially declared and the sane person does not know of it, and the contract is so far performed that the parties cannot be put in *statu quo*, the contract is binding on the insane person. *Commonwealth v. Forsythe*, 28 Ky. Law Rep. 1038; *Nutter v. Ins. Co.*, 136 N. W. (Iowa) 891. All jurisdictions allow a recovery for necessaries furnished him, but this is really a quasi-contractual remedy. *Brown v. Bill*, 132 Ala. 85; *Shaw v. Thompson*, 33 Mass. 198; *In re Stiles*, 120 N. Y. Supp. 714. The sane person is never allowed to avoid the contract. *Mead v. Stigall*, 77 Ill. 679.